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PROCESS — MANNER AND EFFECT OF SERVICE — PRIVILEGE OF NON-RESIDENT PARTIES AND WITNESSES. — A non-resident came voluntarily into the jurisdiction to testify in a civil suit, and while there was served with summons. *Held*, that he is privileged from service of process. *Chittenden* v. *Carter*, 74 Atl. 884 (Conn.). See NOTES, p. 474.

RECEIVERS — LIABILITY FOR RAILROAD'S TORT COMMITTED BEFORE APPOINTMENT. — A court appointed a receiver to preserve the property of a railroad during litigation. He was sued for damages resulting from an injury sustained before the railroad passed into his possession. *Held*, that he is not liable. *Fountain* v. *Stickney*, 123 N. W. 947 (Ia.).

A receiver authorized by statute to be appointed to wind up a corporation succeeds to all the company's liabilities; for discharging obligations is a necessary step in winding up. *Pickersgill* v. *Myers & The Lycoming Fire Insurance Co.*, 99 Pa. St. 602. But the appointment by a court of equity of a receiver to hold and manage corporate property during litigation does not dissolve the corporation. *State ex rel. Attorney-General* v. *Merchant*, 37 Oh. St. 251. The property of the corporation is simply in the custody of the court of which the receiver is an officer. *Memphis & C. R. Co.* v. *Hoechner*, 67 Fed. 456. Since the receiver is to operate the business, it is proper that he should be liable for torts committed in the course of his operation. *Little* v. *Dusenberry*, 46 N. J. L. 614. *Cf. Texas & Pacific Ry. Co.* v. *Geiger*, 79 Tex. 13. And a change of receivers does not affect the cause of action, for it is against the fund in court or against the receiver in his official rather than his personal capacity. *McNulta* v. *Lockridge*, 141 U. S. 327. But since the object of the receivership is the most profitable management of the business, the receiver need not perform contracts previously made by the corporation. *Quincy, Missouri, & Pacific Railroad Co.* v. *Humphreys*, 145 U. S. 82. For the same reason the principal case properly holds that he need not make compensation for its previous torts. *Northern Pacific Ry. Co.* v. *Heflin*, 83 Fed. 93.

RULE IN SHELLEY'S CASE — EXECUTORY TRUSTS. — A deed of land was made to X in fee in trust for the use of A for life, and at his death to convey to such person or persons as A might by his will direct, or in default of such direction to the heirs of A in fee. A made a conveyance of the land to the defendants in fee, and later died intestate. The defendants claimed that this conveyance was valid under the rule in Shelley's Case. *Held*, that the rule is not applicable. *Steele* v. *Smith*, 66 S. E. 200 (S. C.).

The rule in Shelley's Case does not apply to executory trusts. *Papillon* v. *Voice*, 2 P. Wms. 470; *Berry* v. *Williamson*, 11 B. Mon. (Ky.) 245, 265. An executory trust is one whose limitations are not completely declared but are to be determined by the trustee with the aid of the court according to the creator's apparent intention. *Jervoise* v. *The Duke of Northumberland*, 1 Jac. & W. 559, 570; *Cushing* v. *Blake*, 30 N. J. Eq. 689. Though of more frequent occurrence in English marriage settlements and wills, they are also known in this country. *Sackville-West* v. *Viscount Holmesdale*, L. R. 4 H. L. 543; *Nicoll* v. *Ogden*, 29 Ill. 323, 384. An executory trust of this kind must be carefully distinguished from a trust executory in the sense of not executed by the statute of uses. See *Estate of Fair*, 132 Cal. 523, 568. This distinction is vital in avoiding confusion with the equally well settled principle that for the rule in Shelley's Case to operate the two estates must be of the same quality. *Jones* v. *Lord Say & Seal*, 8 Vin. Abr. 262; *Griffith* v. *Plummer*, 32 Md. 74. Where the trusts are perfectly declared, a mere direction to convey will not make the trust executory in the strict sense. *Egerton* v. *Earl Brownlow*, 4 H. L. Cas. 1, 210; *Cushing* v. *Blake*, *supra*. But, by the better authority, the duty to convey prevents the trust from being executed by the statute. *Ayer* v. *Ritter*, 29 S. C. 135. *Contra*,